

A G R E E M E N T

-Between-

TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters

-And-

CAPITOL WASTE SERVICES, INC.

For the Period

July 1, 2012 through June 30, 2017

Sean M. O'Brien
President/Principal Officer

Mark A. Harrington
Secretary-Treasurer

Printed & Assembled by
Teamsters Local 25
Office Staff

PREAMBLE

This Agreement is made and entered into by and between Excavating & Building Material Teamsters, Chauffeurs & Helpers, Local Union No. 25, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", and Capitol Waste Services Inc, hereinafter referred to as "Employer".

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes and acknowledges that the Union is the sole and exclusive Representative of all employees in the classification of work listed in this Agreement, including members that are temporary and casual employees, for the purposes of collective bargaining as provided by the National Labor Relations Act, as amended.

ARTICLE 15
HEALTH & WELFARE

a) This Health and Welfare Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

b) Commencing with the 1st day of July, 2014, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union

from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$10.1125 to the Health Plan from the first hour of employment, up to a maximum of forty (40) hours per week.

Commencing with the 1st day of July, 2014, the said hourly contribution rate shall be \$10.1125.

Commencing with the 1st day of July, 2015, the said hourly contribution rate shall be \$10.7125.

Commencing with the 1st day of July, 2016, the said hourly contribution rate shall be \$11.3125.

ARTICLE 17
WAGES, HOURS & OVERTIME

17.01 The following are the classifications and minimum hourly rates, effective on the beginning of the first pay periods on or following the dates below, for employees covered by this Agreement:

| | <u>7/1/13</u> | <u>1/1/14</u> | <u>7/1/14</u> | <u>1/1/15</u> | <u>7/1/15</u> | <u>1/1/16</u> | <u>7/1/16</u> | <u>1/1/17</u> |
|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Residential Driver | 25.25 | 25.50 | 25.75 | 26.00 | 26.25 | 26.50 | 26.75 | 27.00 |
| Residential Laborer | 25.25 | 25.50 | 25.75 | 26.00 | 26.25 | 26.50 | 26.75 | 27.00 |

HAVERHILL

| | <u>7/1/13</u> | <u>1/1/14</u> | <u>7/1/14</u> | <u>1/1/15</u> | <u>7/1/15</u> | <u>1/1/16</u> | <u>7/1/16</u> | <u>1/1/17</u> |
|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Residential Driver | 20.25 | 20.50 | 20.75 | 21.00 | 21.25 | 21.50 | 21.75 | 22.00 |
| Residential Laborer | 20.25 | 20.50 | 20.75 | 21.00 | 21.25 | 21.50 | 21.75 | 22.00 |

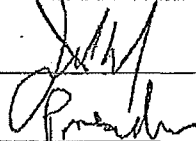
ARTICLE 22
DURATION

This Agreement shall be in full force and effect from July 1, 2012 through June 30, 2017 and shall continue thereafter unless notice is given in writing to change, modify or terminate this agreement by either party to the other party sixty (60) days or more prior to the expiration of such period.

ARTICLE 23

Should Employer be awarded a contract by any of the Massachusetts cities or towns listed below to perform residential household waste collection, or recycle collection, such a contract will be covered by this Agreement.

CAPITOL WASTE SERVICES, INC.



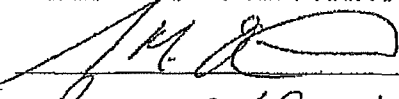
Title
9/5/2012

Date

Title

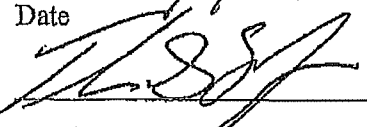
Date

TEAMSTERS LOCAL UNION NO. 25



Title
7/9/12

Date



Business Agent
Title
7/9/12

Date

LIST OF TOWNS

| | | | |
|-----------|------------|-----------|------------|
| Arlington | Belmont | Bedford | Boston |
| Braintree | Burlington | Brookline | Cambridge |
| Canton | Chelsea | Dedham | Everett |
| Lexington | Lynn | Malden | Medford |
| Melrose | Milton | Needham | Newton |
| Norwood | Peabody | Quincy | Randolph |
| Revere | Somerville | Stoneham | Waltham |
| Watertown | Westwood | Weymouth | Winchester |
| Winthrop | Woburn | | |

Should Employer be awarded a contract by any Massachusetts city or town not listed above, such a contract will not be covered by this Agreement.